

## **EXHIBIT 40**

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14  
15 **UNITED STATES DISTRICT COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
**(SAN FRANCISCO DIVISION)**

17 In re: CATHODE RAY TUBE (CRT)  
18 ANTITRUST LITIGATION

Master File No. 07-cv-5944-SC (N.D.  
Cal)

MDL No. 1917

19 \_\_\_\_\_  
This Document Relates to:

20 ALL ACTIONS

**AMENDED NOTICE OF  
DEPOSITION OF THOMSON SA  
PURSUANT TO FED. R. CIV. P.  
30(B)(6).**



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## Exhibit A

### DEFINITIONS

The words and phrases used in these Requests shall have the meanings ascribed to them under the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Northern District of California. In addition, the following terms shall have the meanings set forth below:

1. “And” and “or” mean and/or construed conjunctively or disjunctively as necessary to make the request more inclusive rather than less inclusive.

2. The words “all,” “any,” and “each” mean “each and every.”

3. The terms “Communication” and “Communications” mean any transfer or exchange of information whether by written, oral, electronic or other means, including but not limited to oral conversations, e-mails, correspondence, instant or text messages, voicemail messages, facsimiles or telegrams.

4. “CRT” means any (a) color picture tubes (“CPTs”), which are cathode ray tubes used primarily in color televisions; and (b) color display tubes (“CDTs”), which are used primarily in color computer monitors.

5. “CRT Finished Product” means any electronic devices containing CPTs.

6. “CRT Products” means any CRT and/or CRT Finished Product.

7. “Defendant” or “Defendants” means any of the entities currently or formerly named as defendants in any of these litigations and, without limitation, all of their past and present parents, subsidiaries, affiliates, joint ventures, officers, directors, employees, agents, attorneys, or representatives (and the parents’, subsidiaries’, affiliates’, or joint ventures’ past and present officers, directors, employees, agents, attorneys, or representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

8. “Document” or “documents” has the broadest possible meaning pursuant to the Federal Rules of Civil Procedure including, but not limited to, all writings and other tangible things upon which any form of communication is recorded or reproduced, and preliminary drafts

1 and non-identical copies of the above (whether such copies differ from the original by reason of  
2 notation made on such copies or otherwise). Without limiting the generality of the foregoing, the  
3 term “document” or “documents” includes, but is not limited to, correspondence, memoranda,  
4 notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements,  
5 working papers, accounts, analytical records, reports and/or summaries of investigations, trade  
6 letters, press releases, comparisons, books, calendars, diaries, articles, magazines, newspapers,  
7 booklets, brochures, pamphlets, circulars, bulletins, notices, drawings, diagrams, instructions,  
8 notes or minutes of meetings or of other communications of any type, including inter- and intra-  
9 office communications, questionnaires, surveys, charts, graphs, photographs, phonograph  
10 recordings, films, tapes, disks, data cells, print-outs of information stored or maintained by  
11 electronic data processing or word processing equipment, including email, and all other data  
12 compilations from which information can be obtained (by translation, if necessary, by you  
13 through detection devices into usable form), including, but not limited to, electromagnetically  
14 sensitive storage media such as floppy disks, hard disks and magnetic tapes, and any preliminary  
15 versions, drafts or revisions of any of the foregoing. “Document” or “documents” also includes  
16 each and every file folder or other material in which the above items are stored, filed or  
17 maintained.

18 9. “Including” or “includes” means without limitation.

19 10. The term “manager” means any person who served as an officer of a corporation  
20 or otherwise held actual or apparent authority to make decisions on behalf of that corporation.

21 11. The term “person” or “persons” is defined to mean any natural person,  
22 corporation, or partnership, or any business, legal, or government entity, organization, or  
23 association.

24 12. “You,” “Your,” or “Your Company” mean Thomson SA, its predecessors,  
25 successors, subsidiaries, departments, divisions, and/or affiliates, including without limitation  
26 any organization or entity which it manages or controls, together with all present and former  
27 directors, officers, employees, agents, representatives or any persons acting or purporting to act  
28 on behalf of Thomson SA.

1           13.     The terms “Price,” “Prices,” and “Pricing” mean consideration, establishment and  
2 implementation of prices, pricing, discounts, rebates, price quotations, bids, quotes, price lists,  
3 price announcements, terms or conditions of sale, credit terms, freight rates or charges and  
4 changes or proposed changes in the above.

5           14.     “Related to” “relating to” “referring to” “regarding” or “with respect to” mean,  
6 without limitation, the following concepts: discussing, describing, reflecting, dealing with, and  
7 pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting,  
8 assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in  
9 whole or in part.

10          15.     “Relevant Period” means March 1, 1992 to the present.

11          16.     “TDA” means Technologies Displays Americas LLC (formerly Thomson  
12 Displays Americas LLC).

13          17.     “Technologies Displays” means, collectively, TDA and Technologies Displays  
14 Mexicana, S.A. de C.V.

15          18.     “Thomson Consumer” means Thomson Consumer Electronics, Inc. (now known  
16 as Technicolor USA, Inc.).

17                   **SCHEDULE OF RULE 30(B)(6) DEPOSITION TOPICS**

18           **A.     Conspiracy Information**

19          1.     The identity of each company that participated with or including You in any  
20 meeting, conspiracy, understanding, or agreement relating to the production, pricing, sale,  
21 marketing, or distribution of CRT Products, the identity of each individual who participated on  
22 behalf of each such company, the dates of each such participation, a description of each  
23 communication, meeting, or other act in furtherance of the conspiracy, understanding, or  
24 agreement, and any changes in any such individuals’ employment status and all the reasons  
25 therefore.

26          2.     All communications with any other defendant or co-conspirator named in *In re*  
27 *Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of California,  
28 MDL-1917, related to the production, pricing, sale, marketing, or distribution of CRT Products.

1           3.     Your policies applicable to communications with competitors, including Your  
2 policies applicable to communications with competitors regarding production, pricing,  
3 development costs, marketing or distribution of CRT Products, Your policies regarding the use  
4 of competitors' CRT Products prices obtained directly from competitors in setting the Prices of  
5 CRTs You quoted to customers or prospective customers, and Your policies regarding the use of  
6 competitors' CRT Products prices obtained directly from competitors in setting the prices of  
7 CRTs You quoted to customers or prospective customers.

8           4.     All internal communications within Thomson SA related to the production,  
9 pricing, sale, marketing, or distribution of CRT Products.

10          5.     All facts that you are aware of with respect to any meeting, conspiracy,  
11 understanding, or agreement related to the production, pricing, sale, marketing, or distribution of  
12 CRT Products, including the identity of any documents reflecting or relating to the meeting,  
13 conspiracy, understanding, or agreement.

14          6.     All efforts to conceal the existence of any meeting conspiracy, understanding, or  
15 agreement related to the production, pricing, sale, marketing, or distribution of CRT Products,  
16 including the identity of all persons who actively participated in concealing the meeting,  
17 conspiracy, understanding, or agreement, and the extent to which documents were destroyed,  
18 false representations were made regarding the reasons for price increases or supply restrictions,  
19 and participants met in non-public area to avoid detection.

20          7.     The identity of all of your current and former employees who provided written or  
21 oral information, and the identity of all documents you provided, to any law enforcement or  
22 regulatory authority related to any meeting, conspiracy, understanding, or agreement in the  
23 production, pricing, marketing, sale, or distribution of CRT Products, including grand jury  
24 testimony, affidavits and/or declarations, or communications with lawyers from the United States  
25 Department of Justice the Federal Bureau of Investigation, the European Commission, or other  
26 foreign governmental or intergovernmental entity or agency.

27          8.     Any joint ventures, partnerships or other collaborative business relationships, or  
28 acquisitions related to CRT Products production, sale, marketing, or distribution, either

1 undertaken or considered by you with respect to: (a) any other defendant or co-conspirator  
2 named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of  
3 California, MDL-1917, (b) any competitor, or (c) any other person.

4 9. If you contend that you withdrew from any meeting, conspiracy, understanding,  
5 or agreement related to the production, sale, marketing, or distribution of CRT Products, all facts  
6 regarding the date and circumstances of your withdrawal from the meeting, conspiracy,  
7 understanding, or agreement, how you withdrew from the meeting, conspiracy, understanding, or  
8 agreement, the identity of persons who withdrew from the meeting, conspiracy, understanding,  
9 or agreement on your behalf, and the identity of any documents that support your contention that  
10 you withdrew from the meeting, conspiracy, understanding, or agreement.

11 10. Your knowledge or beliefs related to the illegality or impropriety of exchanging  
12 information or entering into any understanding, agreement, commitment, or contract with any of  
13 the defendants or co-conspirators named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*,  
14 U.S. Dist. Ct., Northern District of California, MDL-1917, related to the production, pricing,  
15 sale, marketing, or distribution of CRT Products.

16 11. If you contend that any or all of the Plaintiffs knew or should have known of any  
17 meeting, conspiracy, understanding, or agreement related to the production, sale, marketing, or  
18 distribution of CRT Products prior to November 2007, the circumstances under which Plaintiffs  
19 became aware, or should have become aware, of your involvement in the meeting, conspiracy,  
20 understanding, or agreement, and the documents that support your contention.

21 **B. Pricing, Sales, and Marketing Information**

22 12. The identity and general description of the CRT Products you manufactured,  
23 purchased, sold, or distributed.

24 13. The distribution channels or classes of trade through which you sold CRT  
25 Products during the Relevant Period, including your sales to the following categories of  
26 purchasers: (a) your affiliates; (b) other defendants in this litigation; and (c) other business  
27 entities, including OEMs, retailers, mass merchandisers, e-commerce, and distributors.

1           14.     The organization and structure of each of your business units that produced,  
2 marketed, sold, or distributed CRT Products, including the identity of all persons with decision-  
3 making or supervisory responsibility for (a) the pricing, sale or marketing of CRT Products,  
4 including persons with authority and/or responsibility for setting, maintaining, and adjusting  
5 inventory targets; (b) sales, purchases, and/or transfers with competitors; and (c) reporting  
6 information to or receiving information from trade associations.

7           15.     The policy and process by which prices, including list prices and actual selling  
8 prices, for each CRT Product were set and by whom, including the location of negotiations for  
9 sales of CRT Products to Plaintiffs, OEMs, or ODMs; the location of your sales offices in the  
10 United States; all factors, formulas, or guidelines you considered in determining prices you  
11 charged for each CRT Products; the pricing authority given to employees/affiliates at all levels of  
12 the sales and marketing organization; and how pricing decisions were implemented, including  
13 any benchmarks (*e.g.*, industry-wide, specific customers, spot market, discounts or rebates) used  
14 when establishing and/or negotiating prices.

15           16.     The relationship between the price of CRTs sold by you and the price of CRT  
16 Finished Products sold by you or your domestic and/or international affiliates including, but not  
17 limited to: (i) the percentage of the total cost of the CRT Finished Products made up by the  
18 CRTs; and (ii) the effect that a change in the price of the CRTs had on the price of the CRT  
19 Finished Products.

20           17.     The extent to which the prices charged for CRT Products were passed on through  
21 the distribution chain by you or your domestic and/or international affiliates.

22           18.     Meetings and other communications between you and any Plaintiff.

23           19.     Negotiations and other communications between you and OEMs or ODMs  
24 regarding the sale of CRTs.

25           20.     Your activities and transaction directed at, or occurring in, the United.

26           21.     Your knowledge that CRTs you sold would be incorporated into products  
27 imported into the United States, including that CRTs manufactured for sale to Plaintiffs would be  
28 shipped into the United States or that CRTs sold to OEMs or ODMs would be sold to Plaintiffs

1 in the United States and Your monitoring of the prices of CRT Products sold in the United  
2 States.

3 22. Policies, practices, or requirements relating to Your participating in negotiations,  
4 entering into, or signing contracts for, Your subsidiaries, including Thomson Consumer or  
5 Technologies Displays.

6 23. The role of current and former directors, officers, employees, agents, or other  
7 representatives with any managerial responsibility for recommending, reviewing, setting or  
8 approving prices, bids, quotes, or rebates for Your CRTs or CRT Products, or those of Thomson  
9 Consumer or Technologies Displays or Videocon Industries, Ltd., during the Relevant Period for  
10 the U.S. market.

11 24. Business departments or functions shared between You and Your subsidiaries,  
12 including Thomson Consumer or Technologies Displays.

13 25. Your contacts with the United States during the Relevant Period, including (1)  
14 bank accounts, employees, inventory, and owned, rented, or leased property located in the U.S.;  
15 (2) sales and exports to the U.S.; (3) operations in the U.S.; (4) taxes paid in the U.S.; (5) U.S.  
16 litigations You filed or in which You participated; (6) keeping of books or records in the U.S.;  
17 (7) registered or appointed agents for service of process in the U.S.; and (8) attendance by any  
18 Thomson SA employees of trade association meetings held in the U.S. relating to CRTs or CRT  
19 Products.

20 26. Your instructions, directions, policies, or procedures to or from domestic and/or  
21 international affiliates related to the production, pricing, negotiation, sale, marketing, or  
22 distribution of CRT Products.

23 27. Your use of discounts or rebates in connection with the sale of its CRT Products,  
24 including how such discounts or rebates were recorded by You and the identity and location of  
25 documents or data recording discounts or rebates.

26 **C. Transactional and Financial Information**

27 28. The electronic data processing systems, programs, and outputs that you used to  
28 record, store, compute, analyze, or retrieve any information relating to the production, pricing,

1 marketing, sale, distribution, profitability, or inventory of CRT Products, including systems  
 2 shared with your domestic and/or international affiliate(s) or any other company; a description of  
 3 the meaning of the fields in any electronic data you produced to Plaintiffs; an explanation of how  
 4 to read or interpret transactional or financial data you produced to Plaintiffs (including sales  
 5 information, cost information cost accounting reports, and production information); the authors  
 6 of the entries into the databases; and/or instructions for entry of data.

7 29. The nature of the records of your sale of CRT Products (including, but not limited  
 8 to, sales to domestic and/or international affiliated entities and other defendants in this litigation)  
 9 during the Relevant Period, including data which shows the types of CRT Products sold, the  
 10 volume of sales for each type of CRT Products and the prices at which your CRT Products were  
 11 sold.

12 30. The nature of the records of your purchases of CRT Products (including, but not  
 13 limited to, purchases from domestic and/or international affiliated entities and other defendants  
 14 in this litigation) during the Relevant Period, including data that relates to the types of CRT  
 15 Products purchased, the volume of purchase for each type of CRT Products, the prices at which  
 16 you purchased those CRT Products and the sellers from whom you purchased each type of CRT  
 17 Products.

18 **D. Corporate Relationships**

19 31. The relationship between Thomson Consumer Electronics Inc., and Thomson SA  
 20 during the Relevant Period, including the ownership, decision-making, and organizational  
 21 structure of these entities and any departments or divisions within these entities responsible for  
 22 or involved in pricing, selling, marketing, or distributing CRT Products.

23 32. The officers and directors of Thomson SA during the Relevant Period.

24 33. Thomson SA's ownership interest in Videocon Industries, Ltd. during the  
 25 Relevant Period.

26 34. The transfer of Thomson SA managers, agents, or employees to Videocon  
 27 Industries, Ltd.

1           35.     The involvement of Thomson SA in the management, sales, marketing, or other  
2 corporate responsibilities of Videocon Industries, Ltd. during the Relevant Period.

3           **E.     Manufacturing and Production**

4           36.     A description of Your CRT Product production facilities, including: (a) the  
5 location of each facility; (b) the start and end date of production operations at each facility; (c)  
6 the products produced at each facility; (d) the number of manufacturing lines at each facility and  
7 products produced by line; and (e) the capacity utilization rates for each facility and  
8 manufacturing line within each facility.

9           37.     Your policies and practices for setting the production levels for CRT Products,  
10 including policies and practices for increasing, decreasing, and/or shutting down production (for  
11 any amount of time greater than 24 hours), and all formulas and factors considered in making  
12 such production decisions as well as the names of the individuals with authority to implement or  
13 deviate from these policies and practices for setting production levels for CRT Products.

14           38.     The method(s) used by Your Company to track production capacity for each CRT  
15 Product manufacturing facility and each manufacturing line, the method(s) used by Your  
16 Company to track inventory levels, link returns and sales, and monitor product margins of CRT  
17 Products You purchased, sold or distributed, the method(s) by which Your Company tracked  
18 shutdowns at any of Your CRT Products manufacturing facilities.

19           39.     The typical amount of time and production costs it takes to produce different  
20 types of CRT tubes and the typical amount of time after manufacturing of a CRT tube was  
21 initiated until manufacturing reached the planned capacity at your manufacturing facilities, and  
22 the typical capital costs for building and improving Your CRT manufacturing facilities.

23           40.     The production costs and typical amount of time needed to switch Your  
24 production from one type of CRT to a different type of CRT.

25           41.     Whether: (a) particular manufacturing facilities specialized in a particular CRT  
26 specification or whether multiple CRT specifications are produced at a single plant, and (b)  
27 CDTs and CPTs are, or were, produced at the same manufacturing facilities.

1           42.     The extent to which a CRT made by Your Company can be used in a CRT  
2 Finished Product made by another CRT Product manufacturer, including the defendants in this  
3 litigation.

4           43.     The existence and/or function of any department at Your company with  
5 responsibility for accounting software and/or electronically stored information.

6           44.     The use and existence of third-party data sources and other sources of market  
7 share data/analyses for CRT Products.

**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that a true and correct copy of the foregoing document was served via email upon the parties and counsel of record on August 6, 2014.

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